

Customer No. 22,852
Application No.: 10/611,345

PATENT
Customer No. 22,852
Attorney Docket No. 04329.2130-03



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| In re Application of: |) | |
| |) | |
| Kei HAYASAKI et al. |) | Group Art Unit: 3742 |
| |) | |
| Application No.: 10/611,345 |) | Examiner: Mark H. Paschall |
| |) | |
| Filed: June 30, 2003 |) | |
| |) | |
| For: HEATING DEVICE, METHOD |) | Confirmation No.: 3796 |
| FOR EVALUATING HEATING |) | |
| DEVICE AND PATTERN |) | |
| FORMING METHOD |) | |

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, KABUSHIKI KAISHA TOSHIBA, duly organized under the laws of Japan, represents that it is the assignee of the entire right, title, and interest in and to the above-identified application, Application No. 10/611,345, filed June 30, 2003, which is a continuation of Application No. 10/189,480 filed July 8, 2002, now issued U.S. Patent 6,603,101, which is a continuation of Application No. 09/734,924, filed December 13, 2000, now issued U.S. Patent 6,441,351, which is a divisional of Application No. 09/345,749 filed July 1, 1999, now issued U. S. Patent 6,191,397 B1, for HEATING DEVICE, METHOD FOR EVALUATING HEATING DEVICE AND PATTERN FORMING METHOD in the names of Kei HAYASAKI, Shinichi ITO, and Kenji

KAWANO, as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 010089, Frame 0888 on July 1, 1999. Assignee, KABUSHIKI KAISHA TOSHIBA, further represents that it is the assignee of the entire right, title, and interest in and to U.S. Patent No. 6,191,397, as indicated by assignment duly recorded in the United States Patent and Trademark Office at Reel 010089, Frame 0888 on July 1, 1999.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 6,191,397. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination

certificate, is reissued, or is in any manner terminated before the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916.

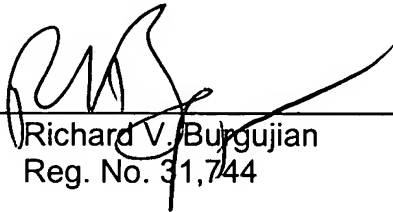
The undersigned is an attorney of record.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: July 2, 2004

By: _____


Richard V. Burgujian
Reg. No. 31,744